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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 370/2022**

MS DREAMS LINGERIE PRODUCTSPlaintiff

Through: Mr. P.C. Arya, Advocate.

versus

AKASH CHAUDHARYDefendant

Through: Mr. Kapil Choudhary with Mr. Sonu Chaudhary, Ms. Geeta Choudhary, Mr. Aryan Chaudhary and Mr. Abhinav Singh, Advocates.
(M): 9958045909

Email: kapilchoudharyassociates11p@gmail.com

CORAM:

HON'BLE MS. JUSTICE MINI PUSHKARNA

ORDER

% **10.02.2025**

1. Settlement Agreement dated 30th September, 2024 has been received from the Delhi High Court Mediation and Conciliation Centre.
2. Disputes and differences had arisen between the plaintiff and the defendant with respect to the use of the trademark DREAM by the defendant. Thus, the plaintiff filed the present suit against the defendant alleging infringement of trademark, copyright and passing off.
3. Vide order dated 30th May, 2022, this Court passed an *ad-interim* injunction order against the defendant, thereby restraining the defendant from using the trademark DREAM. Further, Local Commissioner was also appointed to seize the infringing goods. In terms thereof, the Local



Commissioner visited the factory of the defendant and seized goods bearing the trademark DREAM.

4. The suit was referred to Delhi High Court Mediation and Conciliation Centre, vide order dated 21st May, 2024, wherein, the parties have successfully negotiated a settlement and signed Settlement Agreement dated 30th September, 2024.

5. Learned counsels appearing for the parties confirm the terms of the settlement and pray that the suit be decreed in terms of the settlement.

6. This Court has perused the terms of the settlement and finds the same to be lawful.

7. In terms of the settlement, the defendant acknowledges that the plaintiff is the owner of the trademark DREAMS. Further, the plaintiff also acknowledges that the defendant is the registered proprietor of the trademark ATCG DEE COMFORT under trademark registration no. 5516737.

8. As per the settlement, the plaintiff has no objection, if the material seized by the Local Commissioner bearing the mark DREAM may be released to the defendant. The defendant undertakes that before selling or releasing these goods in the market or giving it to any person for whatsoever purpose, the defendant shall remove, efface, and delete the trademark DREAM from the seized products. The defendant further has undertaken that if the trademark DREAM cannot be removed, effaced or deleted, from any product or packaging, the same shall be destroyed by the defendant in the presence of the plaintiff.

9. It is further the term of the settlement that the terms of the settlement shall be kept confidential and shall not be disclosed to any third party, except as required by law or for the purposes of enforcement of the



Settlement Agreement.

10. Accordingly, the present suit is decreed in favour of the plaintiff and against the defendant in terms of the settlement between the parties, which shall be part of the decree.

11. The parties are held bound by the terms of the said settlement.

12. Considering the fact that the terms of the settlement shall be kept confidential in terms of the agreement between the parties, Registry of this Court is directed not to give certified copy of the Settlement Agreement to any third party, or allow a third party to inspect the Court record of the Settlement Agreement.

13. In view of the fact that the parties have arrived at a settlement, the Registry of this Court is directed to issue a certificate of refund of full Court fees in favour of the plaintiff.

14. Let decree sheet be drawn up.

15. The present suit, accordingly stands disposed of.

MINI PUSHKARNA, J

FEBRUARY 10, 2025

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